

**HYUNDAI MOTOR FINANCE COMPANY
INVENTORY LOAN AND SECURITY AGREEMENT
INTEREST RATE AND CHARGES ADDENDUM**

Pursuant to Section 2 of the Inventory Loan and Security Agreement ("Agreement") between Hyundai Motor Finance Company ("Lender") and the undersigned dealer ("Dealer"), the annual rate of interest and other charges shall be as follows:

FOR NEW, PROGRAM, DEMONSTRATOR, AND SERVICE LOANER VEHICLES:

Interest Rate: Index Rate plus 1.00 % per annum; provided, however, that upon the occurrence and during the continuation of an Event of Default under the Agreement, the foregoing Interest Rate shall be increased by two percent (2.00%) per annum.

Maturity for Program Vehicles is six months. "Program Vehicles" are defined as current model year or 1 year-old Kia vehicles with 15,000 miles or less returned from daily rental service and purchased at auction or private sale, and current model year or 1 year-old Kia titled factory demonstrators purchased from Kia Motor America at auction or private sale.

Maturity for Demonstrator Vehicles is twelve months. For each Demonstrator Vehicle, which cannot exceed 6,000 miles, Dealer agrees to remit an amount equal to 2% of the principal amount originally advanced, beginning on the 4th month following the date of the advance and continuing through the 11th month.

Maturity for Service Loaner Vehicles is twelve months. For each factory ordered Service Loaner Vehicle, Dealer agrees to remit an amount equal to 1.00% of the principal amount originally advanced, beginning on the 1st month following the date of the advance and continuing through the 11th month.

FOR USED VEHICLES:

Interest Rate: Index Rate plus 1.50 % per annum; provided however, that upon occurrence and during the continuation of an Event of Default under the Agreement, the foregoing Interest Rate shall be increased by two percent (2.00%) per annum.

Maturity for Used Vehicles is four months. Lender may determine whether a vehicle is "new" or "used" in its sole discretion.

Lender shall establish and may, from time to time, in its discretion, increase or decrease the total of advances to be made to or on behalf of Dealer with respect to used vehicles, the makes, models, types and age of such vehicles eligible for advances, as well as the amount which will be advanced with respect to each such vehicle.

OTHER TERMS:

As used herein, "Index Rate" shall equal the floating commercial loan rate of Citibank, N.A. announced from time to time as its "prime rate" or "base rate" (herein called "prime rate"). Any change in the Citibank, N.A. prime rate shall effect immediately a corresponding change in the Index Rate. Notwithstanding anything expressed or implied herein to the contrary, it is recognized that the Citibank, N.A. prime rate and the Index Rate are not necessarily the rates of interest charged by the Citibank, N.A. or Lender to their respective most creditworthy customers.

Lender may, in its sole discretion from time to time, change the definition of the Index Rate, the percentage specified in excess thereof, and/or the other charges, by means of a revised Interest Rate and Charges Addendum executed by Dealer and Lender; provided, however, that in the event Dealer refuses to execute such a revised Addendum within five (5) calendar days after a request to do so from Lender, then Lender may suspend advances to be made after the proposed effective date of such change and terminate the Agreement in accordance with the notice provisions of Section 4.b. thereof.



The repayment schedule noted above is in addition to and not in lieu of the Dealer's obligation to repay any advance in accordance with Section 3.a. and 3.b. of the Agreement.

The parties agree that any Demonstrator Addendum entered into prior to the Agreement or this Addendum shall be subject to the Agreement.

Executed on this 27th day of July 2005.

INCREDIBLE AUTO SALES, LLC.

By: 

R. Nick Gutierrez
Managing Member

HYUNDAI MOTOR FINANCE COMPANY

By: 

Brian P. Fallon
National Manager, Commercial Credit